

COPY

A G R E E M E N T

BETWEEN

DELAWARE TOWNSHIP

and

HUNTERDON COUNTY PBA LOCAL 188

DELAWARE TOWNSHIP UNIT

---

January 1, 1993 through December 31, 1994

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PREAMBLE

This AGREEMENT, entered into this            day of 1993, by and between Delaware Township in the County of Hunterdon, a municipal corporation of the State of New Jersey, hereinafter called the "TOWNSHIP," and Hunterdon County PBA Local No. 188, Delaware Township Unit, hereinafter called the "PBA," represents the complete and final understanding on all bargained issues between the Township and the PBA.

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ARTICLE I  
RECOGNITION

A. The Township hereby recognizes the PBA as the sole and exclusive representative of all employees in the bargaining unit, consisting of all full-time patrolmen and sergeants and excluding all lieutenants, captains and the chief of police, for the purpose of collective bargaining and all activities and processes relative thereto.

B. Unless otherwise indicated, the terms "Policeman", "Police Officers", "Employee" or "Officer" are used in this Agreement interchangeably to mean employees covered by this Agreement.

ARTICLE II  
MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon the vested in it prior to the signing of this Agreement by the laws and constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing the following rights:

1. The executive management and administrative control of the Township Government and its properties, facilities, and its employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.

2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, as well as duties, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees to require compliance by the employees is recognized.

4. To hire all employees, whether permanent, temporary or seasonal, to promote, transfer, assign or retain employees in positions within the Township.

5. To suspend, demote or take any other appropriate disciplinary actions against any employee for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations, code of Conduct as contained within the rules and regulations of the Police Department and practices in the furtherance therewith, and the use of judgement and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement and be hereof are in conformance with the constitution and laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40A:1-1 et seq. or any national, state, or local laws or regulations.

D. The parties recognize that the exercise of managerial rights is a responsibility of the Township on behalf of the taxpayers and that the Township cannot bargain away or eliminate any of its managerial rights.

### ARTICLE III

#### MAINTENANCE OF WORK OPERATIONS

A. The PBA hereby covenants and agrees that during the term of this Agreement, neither the PBA nor any person acting in its behalf will cause, authorize or support any strike, (i.e., the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Township.

B. The PBA agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned or from supporting any such activity by any other employee or group of employees of the Township and that the PBA will publicly disavow each action and order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliances with the PBA order.

C. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity in the event of such breach of the PBA or its members.

ARTICLE IV  
GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to any problem which may arise affecting the term and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

C. With regard to employee, the term "grievance" as used herein means an appeal by an individual employee or group of employees or PBA on their behalf, from the interpretation, application or violation of this Agreement. With regard to the Township, the term "grievance" as used herein means a complaint or controversy from the interpretation, application or violation of this Agreement.

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

Step One: The PBA shall institute action under the provisions hereof within fifteen (15) calendar days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the

differences between the aggrieved employee and the Chief of Police for the purpose of resolving the matter informally. Failure to act within said fifteen (15) calendar days shall be deemed to constitute an abandonment of the grievance.

Step Two: If no agreement can be reached orally within fifteen (15) calendar days of the initial discussion with the Chief of Police, the employee or the PBA may present the grievance in writing within five (5) calendar days thereafter to the Chief of Police or his designated representative. The written grievance at this Step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable Section of this contract violated, and the remedy requested by the grievant. The Chief of Police or his designated representative will answer the grievance in writing within fifteen (15) calendar days of receipt of the written grievance.

Step Three: If the PBA wishes to appeal the decision of the Chief of Police, such appeal shall be presented in writing to the Township Committee within five (5) calendar days

thereafter. This presentation should include copies of all previous correspondence relating to the matter in dispute. The Township Committee, or designee, shall respond, in writing, to the grievance within thirty (30) days of the submission.

Step Four Within fifteen (15) days of the Township Committee's, or its designee's, decision, the PBA may apply to the Public Employment Relations Commission (PERC) for binding arbitration. The selection of an arbitrator, and the arbitration, shall be in accordance with the rules and procedures of PERC. Simultaneously with the application to PERC, the PBA will send notice to the Township of its application for arbitration.

1. The decision of the arbitrator shall be in writing and shall include the reasons for such decision.
2. The decision of the arbitrator shall be binding upon the Township and the PBA employee.
3. The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.
4. The costs for the services of the arbitrator shall be borne equally by the Township and the PBA.

5. Only one issue at a time may be submitted to Arbitration. :

E. Upon prior notice and authorization of the Chief of Police, one designated PBA Representative shall be permitted as a member of the Grievance Committee to confer with employees and the Township on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided, the conduct of said business does not diminish the effectiveness of the Township or require the recall of off-duty employees.

F. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. The decision on a grievance at any step shall rely on the material presented. Reasonable disclosure will not be withheld involving any correspondence from either party providing it directly relates to the party or parties involved in the grievance, and directly relates to the grievance itself. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time

limits for proceeding the grievance at any step in the grievance procedure. :

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ARTICLE V

OVERTIME

A. Overtime shall be paid for all work performed in excess of eight (8) hours except as provided in paragraph F at the rate of one and one-half (1-1/2) times the computed hourly rate. Permanent full time employees shall not be paid overtime until said employee shall have worked the hours specified above.

B. Overtime work will be kept to a minimum, except in cases of emergency, and must be authorized in advance by the Chief of Police or his designee. The reasons for the granting of overtime shall be noted on the time report and certified by the Chief of Police.

C. Overtime shall be computed and payment made on the following basis:

1. Thirty (30) minutes or less - No pay.
2. Thirty-one (31) through sixty (60) minutes - fifteen minute intervals.

D. Working hours and daily schedules of employees will be arranged to fit the needs of the Township. There is no guarantee of overtime hours. Employees will be required to work overtime and during non-scheduled periods when the necessities of the Township demands such work. In administering the requirement to work overtime, the Township will make a reasonable effort to excuse employees who have personal commitments. This will not reduce the employee's obligation to work overtime when assigned.

E. All compensatory time may be accumulated or taken at the officer's leisure, subject to approval of the Chief of Police or designee, which approval shall not be unreasonably denied.

F. Employees on call shall receive no additional compensation. In an employee is called back to work non-contiguous with the employee's work shift, he shall receive a minimum of two hours pay at the overtime rate. The employees shall work a 4-2 work schedule with the additional "on-call" hours used to bridge the gap between the regular work shift and forty-three (43) hours.

## ARTICLE VI

### VACATIONS

Full time officers shall receive the following vacations:

- |    |   |    |
|----|---|----|
| 1. | 0 - 1 year  | 0  |
| 2. | From one (1) year through two (2) years of continuous service       | 5  |
| 3. | From two (2) years through six (6) years of continuous service      | 10 |
| 4. | From six (6) years through fifteen (15) years of continuous service | 15 |
| 5. | From fifteen (15) or more years of continuous service               | 20 |

Continuous years of service shall be calculated.

A. All vacation time shall be used in the current year but may be accumulated without the prior approval of the Chief of Police up to five (5) days to be used during the next calendar year or lost.

B. When an employee requests permission to use an individual vacation day, such requests shall be submitted at least five (5) days in advance and shall be granted at the discretion of the Chief, such approval shall not be unreasonably withheld.

C. Partial vacation days shall only be permitted by the Chief in extreme emergencies.

D. Any employee who is on a leave of absence (i.e., injury leave or workman's compensation or unpaid leave) shall have his vacation leave for the year prorated for the time absent.

D. Changes in the scheduling of vacations will not be permitted without the prior approval of the Chief of Police. Vacation requests must be submitted by March 1st.

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ARTICLE VII

SALARY

A. SALARY

	<u>1/1/93</u>	<u>1/1/94</u>
Sergeant - (completion of 4th year	\$36,999	\$39,219
Patrolman/Detective	\$35,701	\$37,843
Patrolman 1 First Class	\$34,402	\$36,466
Patrolman - (3rd year to completion of 4th year)	\$31,806	\$33,715
Patrolman - (completion of 1 to 2 years)	\$27,588	\$29,243
Patrolman/Probationary (0 to completion of 1st year)	\$24,666	\$26,146

The Employer retains the right in its sole discretion to give additional salary credit to a new hire to reflect other police related experience.

B. LONGEVITY

1. Employees after completion of five (5) years \$350.00
2. Employees after completion of ten (10) years \$650.00
3. Employees after completion of fifteen (15) years \$800.00
4. Employees after completion of twenty (20) years \$1,000.00

ARTICLE VIII

LEAVES OF ABSENCE WITHOUT PAY

A. A permanent employee, upon written application setting forth the reason therefore, may be granted a leave of absence without pay for a maximum period of one year. Further leave in exceptional situations may be granted where it is in the public interest.

B. Such notice to the town shall be in writing and shall be served not less than thirty (30) days prior to its effective date. The notice shall state, in addition to the reasons for such leave of absence, its anticipated duration, and the address where the employee may be contacted during such leave.

C. Upon the effective date of the leave of absence without pay, the employee shall be carried on the personnel records of the department as "on leave". Prior to the expiration of the leave of absence, and in no event less than thirty (30) days prior to its expiration, the employee shall notify the town in writing of his intention to return to active employment.

D. Upon the termination of the leave of absence without pay, the employee shall be restored to his position prior to commencement of such leave, and thereafter and for all purposes, be restored to the status quo ante.

E. The time during which an employee is on leave of absence without pay shall not count toward accumulated town seniority or job classification seniority.

ARTICLE IX  
FUNERAL LEAVE

A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay from the day of death or the day of the funeral, but in no event shall said leave exceed five (5) calendar days.

B. The "immediate family" shall include only spouse and child. An employee shall receive three (3) calendar days for death of parents and the day of the funeral for death of brother and sister.

C. Reasonable verification of the event may be required by the Township.

D. Such bereavement leave is not in addition to any holiday, day off, vacation leave or compensatory time off falling within the time of the bereavement.

E. An employee may make a request of the Chief of Police or his designated representative for time off to attend a funeral separate and distinct from bereavement leave, which approval shall not be unreasonably withheld.

ARTICLE X

INSURANCE

A. The Township shall provide the hospitalization insurance coverage and major medical insurance in effect at the end of 1987. Any difference in cost between an HMO and the Township insurance coverage shall be borne by the individual employee.

B. The Township has the right to change insurance carriers or institute a self-insurance program so long as the same or substantially similar benefits are provided.

ARTICLE XI

HOLIDAYS

A. All employees shall receive thirteen (13) paid holidays. The holidays shall be designated by the Township Committee annually.

B. Any employee who is on leave of absence (i.e., injury leave, worker's compensation or other unpaid leave) shall not be eligible for paid holidays which fall during the employee's leave of absence.

C. If an employee works on a designed holiday he shall receive the overtime rate for all hours worked.

D. If a holiday falls on an employee's regular day off, he shall receive an additional day off.

ARTICLE XII  
MILITARY LEAVE

A. Any full-time employee who is a member of the National Guard, naval militia, Air National Guard or a Reserve component of any of the armed forces of the United States and is required to engage in field training shall be granted a military leave of absence with pay for the period of such training as is authorized by law. This paid leave of absence shall be in addition to his vacation.

B. If the amount of pay the employee receives from the federal or state government for temporary training duty (a period not to exceed fifteen (15) consecutive calendar days of training) is less than the base compensation which he would have received for the same period, he shall be paid the differences by the Township. All eligible employees are required to submit a copy of their military pay voucher before the Township is required to comply with this provision.

C. When an employee not on probation has been called to active duty or inducted into the military or naval forces of the United States, he shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service and all employee benefits shall cease. Such employee may be reinstated without loss of privileges or seniority accrued to the last day worked, provided he reports for duty with the Township within sixty (60) days following his

honorable discharge from the military service and provided he has not voluntarily extended the length of his military service.

D. If the military service occurs during a time of war, reinstatement will be allowed up to three (3) months after the date of honorable discharge unless the employee is incapacitated at the time of discharge, in which case reinstatement will be allowed up to three (3) months following his recovery so long as the recovery occurs within two (2) years from the date of discharge.

E. "Active duty" shall mean more than fifteen (15) days service.

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ARTICLE XIII

PBA RIGHTS

A. The parties hereby agree that every policeman shall have the right freely to organize, join and support the Delaware Township Policemen's PBA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. The parties further agree that they shall not directly or indirectly discourage or deprive any policeman in the enjoyments of any rights conferred by Chapter 303, Public Laws 1968, or other laws of New Jersey or the Constitution of New Jersey and the United States; that they shall not discriminate against any policeman with respect to hours, wages, or any terms of condition of employment by reason of Union activities, membership in the PBA and its affiliates; collective negotiations with the Township; or institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. One (1) designated representative of the PBA shall be permitted time off to attend negotiating sessions. Said representative shall notify the Chief of Police of attendance at negotiations and shall be in uniform and subject to a call during negotiation sessions.

C. When grievance sessions are mutually scheduled during work hours, the grievant and representative shall suffer no loss in pay.

D. A police officer shall have the right to inspect his/her personal file on reasonable notice and at reasonable times. All material placed in any personnel file shall be provided (by copy) to the officer who shall have the right to comment or respond to any item, in writing, within ten (10) days of receipt which shall also be placed in the file stapled to the document to which it refers.

ARTICLE XIV

PROBATIONARY PERIOD

A. All employees hired during the term of this Agreement shall serve a probationary period of one (1) year from the date of hire. During this probationary period, the Township reserves the right to discipline a probationary employee for any reason. An employee if disciplined shall not have recourse through the grievance procedure set forth in this Agreement. The probationary period may be extended at the discretion of the Chief of Police, up to an additional ninety (90) days.

ARTICLE XV

SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XVI

PERSONAL DAYS

1. Employees covered under this Agreement shall be allowed three (3) days of personal business leave annually with the approval of the Chief of Police or designee whose consent shall not be unreasonably withheld. Such leave shall be non-cumulative.

2. A personal business day application shall, except in cases of emergency, be made at least five (5) working days prior to the personal day to be taken.

3. The application form shall contain a specific acknowledgment by the employee that personal leave may not be taken for the purposes of recreation.

4. Personal days shall not be taken on a day immediately prior to or on the day immediately after a holiday or vacation day without the specific approval of the Chief.

ARTICLE XVII

: OUTSIDE EMPLOYMENT AND ACTIVITIES

A. It is understood that the full-time employees will consider their position with the Town as their primary employment. Any outside employment or activity must not interfere with the employee's efficiency in his position with the Town and must not constitute any conflict of interest.

B. All outside employment shall be listed with the Chief of Police. The information provided to the Chief of Police shall include the outside employee's name, address, and the Employer's name, address and the employee work schedule. This list must be updated with changes annually. Employees must fill out forms whether employed or not.

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ARTICLE XVIII

UNIFORMS AND EQUIPMENT

A. The Township shall provide through a voucher system, a clothing allowance of \$300 in 1993 and \$400 in 1994. The Township shall also provide a uniform maintenance (dry cleaning) allowance of \$550 in 1993 and \$600 in 1994.

B. In the case of an employee that is on long term disability leave, or retires during the calendar year, the uniform maintenance allowance provided in Paragraph A shall be prorated based upon the weeks worked versus the number in the year.

ARTICLE XIX

SICK LEAVE

1. Each member of the Police Department shall be allotted to twelve (12) days of sick leave for the calendar year. The employees may accumulate up to one hundred eighty (180) days. Sick days shall be granted to each full time employee who through bona fide sickness or injury becomes incapacitated to a degree that makes it impossible for him to perform the duties of his position or who is quarantined by a physician because he has been exposed to a contagious disease.

2. A certificate from a physician designated by the Township and/or the employee's own physician may be required as sufficient proof of the need for sick leave at employee expense. In cases of sick leave due to a contagious disease or exposure to same, a certificate from a doctor is required before the employee is permitted to work. If the employee does not comply with a request for the above outlined certificate, the employee involved shall suffer loss of pay for a period of time involved in unsubstantiated sick leave and be subject to disciplinary action.

3. No employee shall be allowed to work in such a condition as to endanger the health and well-being of other employees and if the employee's condition warrants, the employee may be directed to take sick leave. The Chief of Police may direct the employee to the Township physician for an opinion as to the eligibility of the employee to be absent from work.

4. Sick leave with pay shall not be allowed under the following conditions.

a. When the employee, under medical care, fails to carry out orders of the attending physician.

b. When in the opinion of the Township medical physician the employee is ill or disabled because of self-imposed contributory causes or actions.

c. When in the opinion of the Township medical physician the disability or illness is not of sufficient severity to justify the employee's absence from duty.

d. When an employee does not report to the Township physician as ordered by the Chief of Police.

5. The recommendations of the Township medical physician as well as those of the attending physician, as to the justification for the absence from duty on account of disability or illness or of the fitness of the employee to return to duty shall be considered by the Chief of Police. The Chief of Police reserves the right in such cases where there is a difference of professional opinion between the Township physician and the personal physician, to require the employee to submit to an examination by a third doctor at Township expense.

6. In charging an employee with sick leave, the smallest unit to be considered is one (1) work day.

7. If an employee is absent from work for reasons that entitle him to sick leave, the Chief of Police or his designated representative shall be notified as early as possible, but not

later than one hour prior to the start of the scheduled work shift from which he is absent. Failure to so notify the Chief of Police or his designated representative may be cause for denial of the use of sick leave for the absence and constitute cause for disciplinary action. An employee who is absent for three (3) consecutive days or more and who does not notify the Chief of Police or some other responsible representative of the Township on any of the first three (3) days may be subject to dismissal barring extenuating circumstances.

8. Habitual absenteeism or tardiness may be cause for discipline up to and including discharge.

9. Any employee who calls in sick to engage in outside employment shall be subject to disciplinary action.

10. Upon retirement, reimbursement of accumulated sick days will be made at the employee's current rate of pay to a maximum of \$5,000.00.

D.P. 302

ARTICLE XX

FULLY-BARGAINED AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XXI

LEGAL REPRESENTATION AND LEGAL FEES

A. The Township agrees to provide for the defense of actions or proceedings in accordance with N.J.S.A. 40A:14-155. The Township further agrees that the officer or officers of the Delaware Police Department who are the defendant or defendants in such an action shall have the right to select the attorney of his/their choice unless Town insurance mandates otherwise, except that the officer or officers agree that the Township shall pay for such legal services only in accordance with the Statute, and further agree that such legal services shall be paid in accordance with the prevailing hourly rate in the Township Attorney's contract with the Township. In no event shall the hourly rate be less than \$50.00 per hour. The defense of actions pursuant to the Statute may include the reasonable cost of services for experts and/or investigators. An estimate of which should be submitted to the Township.

B. The Township shall supply to each police officer all necessary legal advice and counsel in the defense or in the settlement of claims for personal injuries, death or property damages arising out of or in the course of his employment, and the Township shall pay and satisfy all judgments against the employee arising out of such claims, except punitive damages.

ARTICLE XXII

WORK-INCURRED INJURY

A. Employees who are injured, whether slightly or severely, while working, must make an immediate report within eight (8) hours thereof to the Chief of Police or designated representative.

B. Employees may not return to work without a certification from the attending physician that he/she is capable of returning to work.

C. An employee who is disabled by an injury incurred in the direct performance of his duty or by reasons as a direct result of or arising out of his employment and who qualifies for worker's compensation benefits shall receive leave with pay which shall not be charged against accumulated sick leave, provided the employee's physical condition renders them unfit for duty.

D. Any employee who suffers a work-connected injury or disability, the Township shall continue the employee at full pay for workmen's compensation benefits shall be paid directly over to the Township up to a year.

E. Nothing herein contained shall be considered to be in derogation of or restrictive of any statute now in effect limiting the period during which municipal employees may be compensated for leave on account of disability or of illness (such as N.J.R.S. 40:11-8 and 40:11-9), but these provisions are to be construed and administered in conjunction therewith.

F. In the event an employee suffers an injury on duty necessitating emergency and/or continuing medical care for the diagnosis and treatment of such injury, all expenses related to such treatment shall be borne by the Township. The employee agrees to submit expenses to the Township insurance for reimbursement. The Town will make up the difference between the reimbursement and full expense. In that regard, an employee may choose a treating physician of his choice provided such physician is affiliated with a local hospital.

ARTICLE XXIII

DURATION

This Agreement shall be in full force and effect as of 12:01 a.m. January 1, 1993 and remain in effect at 12:01 p.m. December 31, 1994. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor later than one hundred twenty (120) days prior to the expiration of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Delaware Township, New Jersey, on this       day of  
1993.

DELAWARE UNIT, PBA 188

BY:

Sgt. Bruce Mast  
Sgt. Bruce Mast

Ptl. Chester Naples  
Ptl. Chester Naples

DELAWARE TOWNSHIP

R.W. Macomber  
R.W. Macomber

Delaware Township Committee

Blunt H. Reed  
Blunt H. Reed